

UNITED STATES DEPARTMENT OF COMMERCE  
BUREAU OF INDUSTRY AND SECURITY  
WASHINGTON, D.C. 20230

\_\_\_\_\_  
In the Matter of: )  
 )  
Universal Technology, Inc. )  
125 Gaither Drive )  
Mount Laurel, NJ 08054 )  
 )  
Respondent. )  
\_\_\_\_\_ )

ORDER RELATING TO UNIVERSAL TECHNOLOGY, INC.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) has notified Universal Technology, Inc. (hereinafter referred to as “UTI”), of its intention to initiate an administrative proceeding against UTI pursuant to Section 766.3 of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2006)) (“Regulations”),<sup>1</sup> and Section 13(c) of the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420 (2000)) (“Act”),<sup>2</sup> by issuing a proposed charging letter to UTI that alleged that UTI committed 49

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<sup>1</sup> The violations charged are alleged to have occurred from 2000 through 2004. The Regulations governing the violations at issue are found in the 2000 - 2004 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2000-2004)). The 2006 Regulations set forth the procedures that apply to this matter.

<sup>2</sup> From August 21, 1994 through November 12, 2000, the Act was in lapse. During that period, the President, through Executive Order 12924, which had been extended by successive Presidential Notices, the last of which was August 3, 2000 (3 C.F.R., 2000 Comp. 397 (2001)), continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 - 1706 (2000)) (“IEEPA”). On November 13, 2000, the Act was reauthorized and it remained in effect through August 20, 2001. Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), as extended by the Notice of August 2, 2005 (70 FR 45273 (August 5, 2005)), has continued the Regulations in effect under the IEEPA.

violations of the

Regulations. Specifically, the charges are:

1. *17 Violations of 15 C.F.R. §764.2(a) - Exporting Electronic Components to the People's Republic of China Without the Required Licenses:* On 17 occasions, between on or about July 21, 2000 and on or about April 21, 2004, UTI engaged in conduct prohibited by the Regulations by exporting or causing to be exported electronic components classified under Export Control Classification Number ("ECCN") 3A001 to the People's Republic of China ("PRC") without the Department of Commerce (the "Department") licenses required by Section 742.4 of the Regulations.
2. *17 Violations of 15 C.F.R. §764.2(e) - Exporting Electronic Components to the People's Republic of China With Knowledge That Violations Would Occur:* In connection with the transactions described above, UTI caused the export of electronic components to the PRC with knowledge that violations of the Regulations would occur. Specifically, UTI had knowledge that Department of Commerce licenses were required to export the electronic components from the United States to the PRC and UTI caused the export of the items with knowledge that such licenses would not be obtained.
3. *15 Violations of 15 C.F.R. §764.2(e) - False Statement on Shipper's Export Declarations Concerning Authority to Export:* In connection with 15 exports of

electronic components subject to the Regulations to the PRC described above, UTI made false statements to the U.S. Government in connection with the submission of export control documents. Specifically UTI filed or caused to be filed with the U.S. Government Shipper's Export Declarations stating that the exports did not require Department of Commerce licenses ("NLR" or "No License Required"). These statements were false because licenses were required to export these items.

WHEREAS, BIS and UTI have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein; and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

FIRST, that a civil penalty of \$170,000 is assessed against Universal Technology, Inc., which shall be paid to the U.S. Department of Commerce upon entry of this Order. Payment shall be made in the manner specified in the attached instructions.

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and, if payment is not made by the due date specified herein, UTI will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, that failure to make timely payment of the civil penalty set forth above shall be deemed to be a breach of this Order, and the Department of Commerce preserves its right in the event of such a breach to pursue whatever remedies are available to it by law, including but not limited to its ability to pursue administrative sanctions based on the 49 violations set forth herein and any other pertinent violations. The payment of the civil penalty is guaranteed by Mr. Terry Tengfang Li (also known as “Terry Li”), in his individual capacity, and Ms. Nei-Chien Chu (also known as “Pearl Li”), in her individual capacity, and Mr. Terry Tengfang Li, Ms. Nei-Chien Chu and UTI are jointly and severally liable for the payment of the penalty.

FOURTH, for a period of 20 years from the date of entry of the Order, Universal Technology, Inc., 125 Gaither Drive, Mount Laurel, NJ 08054, its successors or assigns, and when acting for or on behalf of UTI, its representatives, agents, officers or employees (“Denied Person”) may not, directly or indirectly, participate in any way in any transaction involving any commodity, software, or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- A. Applying for, obtaining, or using any license, License Exception, or export control document;
- B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to

be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or

- C. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.

FIFTH, that no person may, directly or indirectly, do any of the following:

- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby the Denied Person acquires or attempts to acquire such ownership, possession or control;
- C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from the Denied Person of any item subject to the Regulations that has been exported from the United States;
- D. Obtain from the Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or
- E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or

controlled by the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

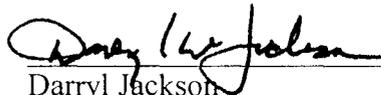
SIXTH, that, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related to UTI by affiliation, ownership, control, or position of responsibility in the conduct of trade or related services may also be made subject to the provisions of the Order.

SEVENTH, that this Order does not prohibit any export, reexport, or other transaction subject to the Regulations where the only items involved that are subject to the Regulations are the foreign-produced direct product of U.S.-origin technology.

EIGHTH, that the proposed charging letter, the Settlement Agreement, and this Order shall be made available to the public.

NINTH, that this Order shall be served on the Denied Person, and shall be published in the *Federal Register*.

This Order, which constitutes the final agency action in this matter, is effective immediately.

  
Darryl Jackson  
Assistant Secretary of Commerce  
for Export Enforcement

Entered this 23<sup>rd</sup> day of June 2006.

UNITED STATES DEPARTMENT OF COMMERCE  
BUREAU OF INDUSTRY AND SECURITY  
WASHINGTON, D.C. 20230

In the Matter of:	)
	)
Universal Technology, Inc.	)
125 Gaither Drive	)
Mount Laurel, NJ 08054	)
	)
Respondent.	)
	)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Respondent, Universal Technology, Inc. (hereinafter referred to as “UTI”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively referred to as “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2006)) (“Regulations”),<sup>1</sup> issued pursuant to the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420 (2000)) (“Act”),<sup>2</sup>

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<sup>1</sup> The violations charged are alleged to have occurred from 2000 through 2004. The Regulations governing the violations at issue are found in the 2000 - 2004 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2000-2004)). The 2006 Regulations set forth the procedures that apply to this matter.

<sup>2</sup> From August 21, 1994 through November 12, 2000, the Act was in lapse. During that period, the President, through Executive Order 12924, which had been extended by successive Presidential Notices, the last of which was August 3, 2000 (3 C.F.R., 2000 Comp. 397 (2001)), continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 - 1706 (2000)) (“IEEPA”). On November 13, 2000, the Act was reauthorized and it remained in effect through August 20, 2001. Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), as extended by the Notice of August 2, 2005 (70 FR 45273 (August 5, 2005)), has continued the Regulations in effect under the IEEPA.

WHEREAS, BIS has notified UTI of its intention to initiate an administrative proceeding against UTI, pursuant to the Act and the Regulations;

WHEREAS, BIS has issued a proposed charging letter to UTI that alleged that UTI committed 49 violations of the Regulations, specifically:

1. *17 Violations of 15 C.F.R. §764.2(a) - Exporting Electronic Components to the People's Republic of China Without the Required Licenses:* On 17 occasions, between on or about July 21, 2000 and on or about April 21, 2004, UTI engaged in conduct prohibited by the Regulations by exporting or causing to be exported electronic components classified under Export Control Classification Number ("ECCN") 3A001 to the People's Republic of China ("PRC") without the Department of Commerce (the "Department") licenses required by Section 742.4 of the Regulations.
2. *17 Violations of 15 C.F.R. §764.2(e) - Exporting Electronic Components to the People's Republic of China With Knowledge That Violations Would Occur:* In connection with the transactions described above, UTI caused the export of electronic components to the PRC with knowledge that violations of the Regulations would occur. Specifically, UTI had knowledge that Department of Commerce licenses were required to export the electronic components from the United States to the PRC and UTI caused the export of the items with knowledge that such licenses would not be obtained.

3. *15 Violations of 15 C.F.R. §764.2(e) - False Statement on Shipper's Export*

*Declarations Concerning Authority to Export:* In connection with 15 exports of electronic components subject to the Regulations described above, UTI made false statements to the U.S. Government in connection with the submission of export control documents. Specifically UTI filed or caused to be filed with the U.S. Government Shipper's Export Declarations stating that the exports did not require Department of Commerce licenses ("NLR" or "No License Required"). These statements were false because licenses were required to export these items.

WHEREAS, UTI has reviewed the proposed charging letter and is aware of the allegations made against it and the administrative sanctions which could be imposed against it if the allegations are found to be true;

WHEREAS, UTI fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, UTI enters into this Agreement voluntarily and with full knowledge of its rights;

WHEREAS, the parties enter into this agreement having taken into consideration the plea agreement that UTI has agreed to enter into with the U.S. Attorney for the District of New Jersey in the related criminal case, Crim. No. 04-551(JBS) ("plea agreement");

WHEREAS, UTI states that no promises or representations have been made to it other than the agreements and considerations herein expressed except those that were made in connection with the plea agreement;

WHEREAS, UTI neither admits nor denies the allegations contained in the proposed charging letter;

WHEREAS, UTI wishes to settle and dispose of all matters alleged in the proposed charging letter by entering into this Agreement; and

WHEREAS, UTI agrees to be bound by the Order, if entered;

NOW THEREFORE, the Parties hereby agree as follows:

1. BIS has jurisdiction over UTI, under the Regulations, in connection with the matters alleged in the proposed charging letter.
2. The following sanctions shall be imposed against UTI in complete settlement of the violations of the Regulations set forth in the proposed charging letter:
  - a. UTI shall be assessed a civil penalty in the amount of \$170,000, which shall be paid to the U.S. Department of Commerce upon entry of the Order.
  - b. Failure to make timely payment of the civil penalty set forth above shall be deemed to be a breach of this agreement, and the Department of Commerce preserves its right in the event of such a breach to pursue whatever remedies are available to it by law, including but not limited to its ability to pursue administrative sanctions based on the 49 violations set forth herein and any other

pertinent violations. The payment of the civil penalty is guaranteed by Mr. Terry Tengfang Li (also known as “Terry Li”), in his individual capacity, and Ms. Nei-Chien Chu (also known as “Pearl Li”), in her individual capacity, and Mr. Terry Tengfang Li, Ms. Nei-Chien Chu and UTI are jointly and severally liable for the payment of the penalty.

- c. For a period of 20 years from the date of entry of the Order, UTI, its successors or assigns, and, when acting for or on behalf of UTI, its officers, representatives, agents, or employees (“Denied Person”) may not participate, directly or indirectly, in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:
  - i. Applying for, obtaining, or using any license, License Exception, or export control document;
  - ii. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or

- iii. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.

3. Subject to the approval of this Agreement pursuant to paragraph 8 hereof, UTI hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if entered), including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if entered; (c) request any relief from the Order, if entered, including without limitation relief from the terms of a denial order under 15 C.F.R. § 764.3(a)(2); and (d) seek judicial review or otherwise contest the validity of this Agreement or the Order, if entered.

4. Upon entry of the Order and timely payment of the \$170,000 civil penalty, BIS will not initiate any further administrative proceeding against UTI in connection with any violation of the Act or the Regulations arising out of the transactions identified in the proposed charging letter.

5. BIS will make the proposed charging letter, this Agreement, and the Order, if entered, available to the public.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement

in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if entered, nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the United States Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on BIS only if the Assistant Secretary of Commerce for Export Enforcement approves it by entering the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

BUREAU OF INDUSTRY AND SECURITY  
U.S. DEPARTMENT OF COMMERCE

UNIVERSAL TECHNOLOGY, INC.



Michael D. Turner  
Director, Office of Export Enforcement



Ms. Nei-Chien Chu  
CEO of UTI and, in her individual capacity, as Guarantor

Date: 06/19/06

Date: June 2, 2006

MR. TERRY TENGFANG LI



Mr. Terry Tengfang Li  
President of UTI and, in his individual capacity, as Guarantor

Date: June 2, 2006

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Universal Technology, Inc.  
125 Gaither Drive  
Mount Laurel, NJ 08054

Attention: *Mr. Tengfang Li*  
*President*

Dear Mr. Li:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Universal Technology, Inc. (hereinafter “UTI”), of Mount Laurel, NJ, has committed 49 violations of the Export Administration Regulations (the “Regulations”),<sup>1</sup> which are issued under the authority of the Export Administration Act of 1979 (the “Act”).<sup>2</sup> Specifically, BIS charges that UTI committed the following violations:

**Charges 1-17                    (15 C.F.R. §764.2(a) - Exporting Electronic Components to the People’s Republic of China Without the Required Licenses)**

On 17 occasions, between on or about July 21, 2000 and on or about April 21, 2004, UTI engaged in conduct prohibited by the Regulations by exporting or causing to be exported electronic components classified under Export Control Classification Number (“ECCN”) 3A001 to the People’s Republic of China (“PRC”) without the Department of Commerce (the “Department”) licenses required by Section 742.4 of the Regulations. *See* the Schedule of

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<sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2004). The violations charged occurred from 2000 through 2004. The Regulations governing the violations at issue are found in the 2000 - 2004 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2000-2004)). The 2004 Regulations govern the procedural aspects of this case.

<sup>2</sup> 50 U.S.C. app. §§ 2401- 2420 (2000). From August 21, 1994 through November 12, 2000, the Act was in lapse. During that period, the President, through Executive Order 12924, which had been extended by successive Presidential Notices, the last of which was August 3, 2000 (3 C.F.R., 2000 Comp. 397 (2001)), continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 - 1706 (2000)) (“IEEPA”). On November 13, 2000, the Act was reauthorized by Pub. L. No. 106-508 and it remained in effect through August 20, 2001. Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp., p. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 6, 2004 (69 *Fed. Reg.* 48763 (Aug. 10, 2004)), continues the Regulations in effect under IEEPA.

Violations, which is enclosed herewith and incorporated herein by reference. In so doing, UTI committed 17 violations of Section 764.2(a) of the Regulations.

**Charges 18-34 (15 C.F.R. §764.2(e) - Exporting Electronic Components to the People's Republic of China With Knowledge That Violations Would Occur)**

In connection with the transactions described in charges 1-17 above, UTI caused the export of electronic components to the PRC with knowledge that violations of the Regulations would occur. Specifically, UTI had knowledge that Department of Commerce licenses were required to export the electronic components from the United States to the PRC and UTI caused the export of the items with knowledge that such licenses would not be obtained. These violations are further described in the attached Schedule of Violations, which is incorporated herein by reference. In so doing, UTI committed 17 violations of Section 764.2(e) of the Regulations.

**Charges 35-49 (15 C.F.R. § 764.2(g) - False Statement on Shipper's Export Declarations Concerning Authority to Export)**

In connection with the transactions described in charges 2-12, and 14-17 above, UTI made false statements to the U.S. Government in connection with the submission of an export control document. Specifically UTI filed or caused to be filed with the U.S. Government Shipper's Export Declarations (SED) stating that the exports did not require Department of Commerce licenses ("NLR" or "No License Required"). These statements were false because licenses were required to export these items. These violations are further described in the attached Schedule of Violations, which is incorporated herein by reference. In so doing, UTI committed 15 violations of Section 764.2(g) of the Regulations.

Accordingly, UTI is hereby notified that an administrative proceeding is instituted against it pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including any or all of the following:

The maximum civil penalty allowed by law of up to \$120,000 per violation;<sup>3</sup>

Denial of export privileges; and/or

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<sup>3</sup> Pursuant to 15 C.F.R. § 6.4(a)(7) the maximum penalty for violations 5, 6, 22, 23, 38 and 39 is \$120,000 per violation. Pursuant to 15 C.F.R. § 6.4(a)(2), the maximum penalty for all other violations alleged herein is \$11,000 per violation.

Exclusion from practice before BIS.

If UTI fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. (Regulations, Sections 766.6 and 766.7). If UTI defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to UTI. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty on each of the charges in this letter.

UTI is further notified that it is entitled to an agency hearing on the record if UTI files a written demand for one with its answer. (Regulations, Section 766.6). UTI is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. (Regulations, Sections 766.3(a) and 766.4).

The Regulations provide for settlement without a hearing. (Regulations, Section 766.18). Should UTI have a proposal to settle this case, UTI or its representative should transmit it through the attorney representing BIS named below.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, UTI's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center  
40 S. Gay Street  
Baltimore, Maryland 21202-4022

In addition, a copy of UTI's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security  
Attention: Glenn H. Kaminsky  
Room H-3839  
United States Department of Commerce  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230

Universal Technology, Inc.  
Proposed Charging Letter  
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Glenn H. Kaminsky is the attorney representing BIS in this case; any communications that UTI may wish to have concerning this matter should occur through him. He may be contacted by telephone at (202) 482-5301.

Sincerely,

Michael D. Turner  
Director  
Office of Export Enforcement

Enclosure

**Universal Technology Inc.,  
Schedule of Violations**

Charges	Part Number	Qty	UTI Sale Value \$	ECCN / LD #	UTI Invoice #	UTI Contract #	Ship To:	SED Date	Air Waybill #
1, 19, 37	AD678TD	8	\$2,261.76	3A001	A003	99EMCR/470348752US	Shaanxi Int'l Freight	1/14/2000	999-JFK-70444975
	SMJ320C25GBM	25	\$6,875.00	3A001					
	IDT7133LA70GB	8	\$236.16	3A001					
2, 20	SMJ320C25GBM	35	\$10,241.00	3A001	A042	2000EMCR/470348M026US	Shaanxi Int'l Freight	unknown	999-JFK-71698583
	SMJ320C30GBM	15	\$14,520.00	3A001					
	SMJ320C50FAM	84	\$24,578.40	3A001					
3, 21, 38	SMJ320C50GFAM	16	\$4,681.60	3A001	A074	2000EMCR/470348M026US	Shaanxi Int'l Freight	10/8/2000	999-JFK-71777440
4, 22, 39	SMJ320C40GFM50	348	\$374,100.00	3A001	A081	00US11IDF52011886	Sinotrans Jiangsu Airfreight	10/14/2000	999-JFK-71826495
	SMJ320C40GFM50	52	\$55,900.00	3A001	A085	00US11IDF52011886	Sinotrans Jiangsu Airfreight	11/8/2000	999-JFK-71864656
6, 24, 41	IDT7133LA70GB	21	\$2,494.80	3A001	B008	2000EM/470348M063US	X RINT Eng. & Trading	2/2/2001	999-JFK-71914636
	SMJ320C25GBM	48	\$13,560.48	3A001					
7, 25, 42	AD558TD/883B	50	\$3,156.50	3A001	B024	2000EM/470348M082US	Sinotrans N.W. Airfreight	3/21/2001	999-JFK-71914673
	AD673SD/883B	39	\$5,619.90	3A001					
8, 26, 43	SMJ320C25GBM	20	\$5,397.00	3A001	B122	A2001XSD421D/US	Sinotrans N.W. Airfreight	10/31/2001	999-JFK-72625733
9, 27, 44	SMJ320C40GFM50	32	\$35,072.00	3A001	C100	02USBJ/E023D189M	Sinotrans Jiangsu Airfreight	11/27/2002	999JFK-73888883
	AD678TD	31	\$6,632.14	3A001					
10, 28, 45	AD7528SQ	18	\$475.20	3A001	D003	02XSD39J921US/H	Xian Airport	1/17/2003	999-JFK-73985203
11, 29, 46	AD673SD/883B	12	\$1,484.52	3A001	D018	02XSD39J946US/H	China Nat'l Foreign Trade Trans. Corp.	3/12/2003	999-JFK75219314
	ACTS512K32N-017P7Q	20	\$13,406.20	3A001					
12, 30, 47	CY7C199-20LMB	200	\$10,042.00	3A001	D035	03XSD33J718US/H	Sinotrans N.W. Airfreight	5/23/2003	999-JFK-75556751
13, 31, 48	AD10242TZ/883B	60	\$59,700.00	3A001	D048	03XSD33J735US/Y	China Xinshidai Co.	unknown	999-JFK-75811072
14, 32	SMJ320C40GFM50	24	\$26,304.00	3A001	D054	03USBJ/E023D086M	China Nat'l Electronics	8/9/2003	999-JFK75811083

16, 34, 50	IDT7132LA55L48B	34	\$2,275.62	3A001	D083	23KMZA/475279US	Shenzhen Shenyuan Trading	11/4/2003	999-JFK-66065591
17, 35, 51	AD10242TZ	55	\$24,035.00	3A001	D048	03XSD33J7053US/Y	China Xinshidai Co.	2/13/2004	999-JFK-76767876
18, 36, 52	AD573SD/883	5	\$1,226.40	3A001	E031	03XSD33J7045US/H	China Xinshidai Co.	4/21/2004	999-JFK-76871701

**Totals: 1,260 items at \$704,275.68**